



MISSOURI DEPARTMENT OF TRANSPORTATION
BID GUIDELINES AND DOCUMENTATION

REQUEST FOR BID
METAL PIPE & BANDS

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: JUNE 29, 2009	BID DUE BY (DATE AND TIME): JULY 7, 2009 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
TO BE DELIVERED BY: SPECIFY THE DELIVERY TIME IN SPACES PROVIDED BELOW.	Bid # D209-095-R2 THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. SEALED BID RESPONSES ONLY	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 NO RESPONSES ACCEPTED BY FAX
District Mailing Address: Missouri Department of Transportation – District 2 General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552		Delivery Locations: Refer to the enclosed address/location cross-reference listing of maintenance buildings in MoDOT District 2.

REQUIRED SPECIFICATIONS

All materials must comply with MoDOT Specification # MGS-91-11G (dated 10-18-04) (as modified for the type of pipe detailed herein) and other provisions outlined in the solicitation documents. The material to be supplied will meet the requirements of the 2004 edition of the Missouri Standard Specifications for Highway Construction, and any revisions thereto, unless modified by these specifications. For this bid, MoDOT District 2 will only accept 2 2/3" x 1/2" or 3" x 1" corrugations as detailed in the specifications.

AWARD

Award will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

F.O.B.

Materials quoted are F.O.B. Destination. Delivery costs must be included in the unit prices, not listed separately. Materials will be delivered to various locations in MoDOT District 2. After award, individual purchase orders will be issued, for each location, which will detail the specific quantities of pipe and bands to be delivered to those facilities. A delivery address/location cross-reference listing is including for MoDOT District 2 locations, which will receive pipe & bands ordered as a result of this RFB.

DELIVERY – ADDITIONAL REQUIREMENTS

After award, the vendor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 24 hours before starting deliveries. Notification should be provided to the maintenance building during the normal workday preceding the day on which the vendor desires to initiate delivery. A representative of MoDOT is to be present when the material is delivered. Note: Many maintenance buildings work 4-10 shifts and deliveries cannot be made on their "off" days. This shift information will be provided to the awarded vendor when the purchase orders are issued.

VENDOR NAME:

(Please enter your company name in this block)

All responses to this Request For Bid should be submitted on this form and **pages 1 thru 8** should be returned to the Buyer listed above at the District mailing address shown. Bids should be mailed or hand-delivered. Responses by fax cannot be accepted or considered for award.

ALL BIDS SHOULD BE EXTENDED & TOTALED. DELIVERY TIME SHOULD BE LISTED

VENDORS ARE ASKED TO PROVIDE PRICING FOR BOTH 16-GAUGE AND 14-GAUGE PIPE AND BANDS. MoDOT will compare the price differences of both options against our needs for the various sizes of pipe at our different job sites to determine which combination(s) of gauges the district will order.

PRICING PAGE ONE OF FOUR

METAL PIPE (CMP & ARCHED) Meeting specification MGS-91-11G			Delivery Time: A.R.O.			
Submit quotations on both 16-gauge and 14-gauge pipe:			16-GAUGE PIPE		14-GAUGE PIPE	
Qty	U/M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
10	FT	12" Corrugated Metal Pipe (10' joints)	\$	\$	\$	\$
780	FT	12" Corrugated Metal Pipe (20' joints)	\$	\$	\$	\$
40	FT	12" Corrugated Metal Pipe (40' joints)	\$	\$	\$	\$
10	FT	15" Corrugated Metal Pipe (10' joints)	\$	\$	\$	\$
1780	FT	15" Corrugated Metal Pipe (20' joints)	\$	\$	\$	\$
216	FT	15" Corrugated Metal Pipe (24' joints)	\$	\$	\$	\$
26	FT	15" Corrugated Metal Pipe (26' joints)	\$	\$	\$	\$
180	FT	15" Corrugated Metal Pipe (30' joints)	\$	\$	\$	\$
68	FT	15" Corrugated Metal Pipe (34' joints)	\$	\$	\$	\$
35	FT	15" Corrugated Metal Pipe (35' joints)	\$	\$	\$	\$
36	FT	15" Corrugated Metal Pipe (36' joints)	\$	\$	\$	\$
120	FT	15" Corrugated Metal Pipe (40' joints)	\$	\$	\$	\$
30	FT	18" Corrugated Metal Pipe (15' joints)	\$	\$	\$	\$
1980	FT	18" Corrugated Metal Pipe (20' joints)	\$	\$	\$	\$
240	FT	18" Corrugated Metal Pipe (24' joints)	\$	\$	\$	\$
25	FT	18" Corrugated Metal Pipe (25' joints)	\$	\$	\$	\$
120	FT	18" Corrugated Metal Pipe (30' joints)	\$	\$	\$	\$
68	FT	18" Corrugated Metal Pipe (34' joints)	\$	\$	\$	\$
70	FT	18" Corrugated Metal Pipe (35' joints)	\$	\$	\$	\$
252	FT	18" Corrugated Metal Pipe (36' joints)	\$	\$	\$	\$
600	FT	18" Corrugated Metal Pipe (40' joints)	\$	\$	\$	\$
180	FT	18" Corrugated Metal Pipe (45' joints)	\$	\$	\$	\$

PRICING PAGETWO OF FOUR

METAL PIPE (CMP & ARCHED) – continued Meeting specification MGS-91-11G			Delivery Time: A.R.O.			
Submit quotations on both 16-gauge and 14-gauge pipe: →			16-GAUGE PIPE		14-GAUGE PIPE	
Qty	U/M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
15	FT	24" Corrugated Metal Pipe (15' joints)	\$	\$	\$	\$
1720	FT	24" Corrugated Metal Pipe (20' joints)	\$	\$	\$	\$
44	FT	24" Corrugated Metal Pipe (22' joints)	\$	\$	\$	\$
240	FT	24" Corrugated Metal Pipe (24' joints)	\$	\$	\$	\$
210	FT	24" Corrugated Metal Pipe (30' joints)	\$	\$	\$	\$
36	FT	24" Corrugated Metal Pipe (36' joints)	\$	\$	\$	\$
600	FT	24" Corrugated Metal Pipe (40' joints)	\$	\$	\$	\$
90	FT	24" Corrugated Metal Pipe (45' joints)	\$	\$	\$	\$
720	FT	30" Corrugated Metal Pipe (20' joints)	\$	\$	\$	\$
330	FT	30" Corrugated Metal Pipe (30' joints)	\$	\$	\$	\$
200	FT	30" Corrugated Metal Pipe (40' joints)	\$	\$	\$	\$
880	FT	36" Corrugated Metal Pipe (20' joints)	\$	\$	\$	\$
120	FT	36" Corrugated Metal Pipe (24' joints)	\$	\$	\$	\$
25	FT	36" Corrugated Metal Pipe (25' joints)	\$	\$	\$	\$
300	FT	36" Corrugated Metal Pipe (30' joints)	\$	\$	\$	\$
80	FT	36" Corrugated Metal Pipe (40' joints)	\$	\$	\$	\$
90	FT	36" Corrugated Metal Pipe (45' joints)	\$	\$	\$	\$
300	FT	42" Corrugated Metal Pipe (20' joints)	\$	\$	\$	\$
52	FT	42" Corrugated Metal Pipe (26' joints)	\$	\$	\$	\$
150	FT	42" Corrugated Metal Pipe (30' joints)	\$	\$	\$	\$
36	FT	42" Corrugated Metal Pipe (36' joints)	\$	\$	\$	\$
36	FT	48" Corrugated Metal Pipe (18' joints)	\$	\$	\$	\$
480	FT	48" Corrugated Metal Pipe (20' joints)	\$	\$	\$	\$

PRICING PAGE THREE OF FOUR

METAL PIPE (CMP & ARCHED) – continued Meeting specification MGS-91-11G			Delivery Time: _____ A.R.O.			
Submit quotations on both 16-gauge and 14-gauge pipe: →			16-GAUGE PIPE		14-GAUGE PIPE	
Qty	U/M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
132	FT	48" Corrugated Metal Pipe (22' joints)	\$	\$	\$	\$
330	FT	48" Corrugated Metal Pipe (30' joints)	\$	\$	\$	\$
20	FT	54" Corrugated Metal Pipe (20' joints)	\$	\$	\$	\$
25	FT	54" Corrugated Metal Pipe (25' joints)	\$	\$	\$	\$
120	FT	54" Corrugated Metal Pipe (30' joints)	\$	\$	\$	\$
320	FT	60" Corrugated Metal Pipe (20' joints)	\$	\$	\$	\$
25	FT	60" Corrugated Metal Pipe (25' joints)	\$	\$	\$	\$
52	FT	60" Corrugated Metal Pipe (26' joints)	\$	\$	\$	\$
60	FT	60" Corrugated Metal Pipe (30' joints)	\$	\$	\$	\$
20	FT	72" Corrugated Metal Pipe (20' joints)	\$	\$	\$	\$
30	FT	72" Corrugated Metal Pipe (30' joints)	\$	\$	\$	\$
60	FT	ARCH Pipe (B4 = 28" x 20" = 24") – 20' joints	\$	\$	\$	\$
75	FT	ARCH Pipe (B4 = 28" x 20" = 24") – 25' joints	\$	\$	\$	\$
160	FT	ARCH Pipe (B5 = 35" x 24" = 30") – 20' joints	\$	\$	\$	\$
175	FT	ARCH Pipe (B5 = 35" x 24" = 30") – 25' joints	\$	\$	\$	\$
40	FT	ARCH Pipe (B6 = 42" x 29" = 36") – 20' joints	\$	\$	\$	\$
100	FT	ARCH Pipe (B7 = 49" x 33" = 42") – 20' joints	\$	\$	\$	\$
CMP & ARCHED BANDS Bands should be a minimum 24" wide and include hardware			Delivery Time: _____ A.R.O.			
Submit quotations on both 16-gauge & 14-gauge bands: →			16-GAUGE BANDS		14-GAUGE BANDS	
29	EA	12" Corrugated Metal Pipe Band	\$	\$	\$	\$
72	EA	15" Corrugated Metal Pipe Band	\$	\$	\$	\$
74	EA	18" Corrugated Metal Pipe Band	\$	\$	\$	\$
78	EA	24" Corrugated Metal Pipe Band	\$	\$	\$	\$

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CMP & ARCHED BANDS – continued Bands should be a minimum 24” wide and include hardware			Delivery Time: A.R.O.			
Submit quotations on both 16-gauge & 14-gauge bands: →			16-GAUGE BANDS		14-GAUGE BANDS	
28	EA	30” Corrugated Metal Pipe Band	\$	\$	\$	\$
39	EA	36” Corrugated Metal Pipe Band	\$	\$	\$	\$
13	EA	42” Corrugated Metal Pipe Band	\$	\$	\$	\$
23	EA	48” Corrugated Metal Pipe Band	\$	\$	\$	\$
3	EA	54” Corrugated Metal Pipe Band	\$	\$	\$	\$
13	EA	60” Corrugated Metal Pipe Band	\$	\$	\$	\$
1	EA	72” Corrugated Metal Pipe Band	\$	\$	\$	\$
3	EA	24” B4 Arched Metal Pipe Band	\$	\$	\$	\$
12	EA	30” B5 Arched Metal Pipe Band	\$	\$	\$	\$
1	EA	36” B6 Arched Metal Pipe Band	\$	\$	\$	\$
3	EA	42” B7 Arched Metal Pipe Band	\$	\$	\$	\$
TOTAL ORDER EXTENSION (FOR ALL PIPE & BANDS):			ALL 16-GAUGE ITEMS		ALL 14-GAUGE ITEMS	
			\$		\$	

MoDOT District 2 Maintenance Buildings – Address/Location Cross-Reference Listing

Facility	County	Address	Location
Atlanta	Macon	708 N. Atterbury, Atlanta, MO 63530	Old Rt. 63 – 0.8 miles north of Rt. M
Bosworth	Carroll	Becks St., Bosworth, MO 64623	Becks St. – 0.4 miles north of Rt. M
Brookfield	Linn	28877 Hwy. 11, Brookfield, MO 64628	Rt. 36 and Rt. 11 Jct.
Carrollton	Carroll	215 South Mason, Carrollton, MO 64633	Old Rt. 65 – 0.2 miles south of Bus. 65
Chillicothe	Livingston	1301 Mitchell Ave., Chillicothe, MO 64601	Rt. 36 – 1 mile east of Rt. 65
Fayette	Howard	871 State Hwy 240, Fayette, MO 65248	Rt. 240 – 1 mile south of Rt. W
Green City	Sullivan	17403 Rte 129, Green City, MO 63545	Rt. 129 and Rt. YY Jct.
Harris	Sullivan	15587 Hwy 139, Harris, MO 64645	Rt. 139 – 0.6 miles south of Rt. E
Jct. C & V	Linn	16131 Hwy V, Purdin, MO 64674	Rt. C and Rt. V Jct.
Keytesville	Chariton	220 E. Jackson, Keytesville, MO 65261	Rt. 24 and Rt. 5 Jct.
Kirksville	Adair	22777 Potter Trail, Kirksville, MO 63501	Old Rt. 6 – 2 miles west of Rt. 63
Lancaster	Schuyler	Hwy 63 N, Lancaster, MO 63548	Rt. 63 – 0.2 miles north of Rt. 202
Macon	Macon	26988 US Hwy 63, Macon, MO 63552	Rt. 63 – 0.5 miles south of Rt. DD
Marshall	Saline	Rt. 2 Box 253, Marshall, MO 65340	Rt. 20 – 0.1 miles west of Rt. 65
Marshall Jct.	Saline	13322 Jewel Ave., Marshall, MO 65340	Rt. 65 – 1.5 miles north of I-70
Milan	Sullivan	1800 North Pearl, Milan, MO 63556	Rt. 6 and Rt. 5 Jct.
Moberly	Randolph	1501 East Hwy 24, Moberly, MO 65270	Rt. 24 – 0.9 miles east of Rt. 63
New Cambria	Macon	29992 State Hwy P, New Cambria, MO 63558	Rt. P – 0.4 miles south of Rt. 36
Princeton	Mercer	RR 2 Box 316B, Princeton, MO. 64673	Rt. 65 – 1 mile north of Rt. 136
Trenton	Grundy	230 East Hwy 6, Trenton, MO 64683	Rt. 6 – 2 miles east of Rt. 65
Unionville	Putnam	2653 Main St., Unionville, MO 63565	Rt. 136 – 0.2 miles west of Rt. 5 E.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- _____
- _____
- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____
- _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

CERTIFICATE OF GOOD STANDING

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

RsMO 34.040.6 COMPLIANCE

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

VENDOR NOTES

VENDORS MAY ALSO ATTACH OTHER PERTINENT OR SUPPORTING DATA WITH THEIR RESPONSE TO THIS RFB.

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the "remit to" company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):
	Phone #:
	Cellular #:
Email Address:	Fax #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ? YES NO	
WOMEN BUSINESS ENTERPRISE (WBE) ? YES NO	
If you would like information about MBE/WBE certification, please contact the Officer of Supplier of Workforce Diversity by calling 1-877-259-2963 or visit the following internet address: http://www.oswd.mo.gov	
Is your company a MISSOURI SERVICE-DISABLED VETERAN BUSINESS? YES NO	
A service-disabled veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veteran's affairs. A service-disabled veteran business is defined as a business concern:	
<ul style="list-style-type: none">• not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of publicly owned businesses, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and• the management and daily business operations of which are controlled by one or more service-disabled veterans.	

All responses to this Request For Bid should be submitted on this form and pages 1 thru 8 should be returned to the Buyer listed above at the District mailing address shown. Bids should be mailed or hand-delivered. Responses by fax cannot be accepted or considered for award.

Note: If any of the “Standard Solicitation Provisions” and “General Terms and Conditions” on the following pages conflict with the requirements outlined in this Request For Bid, the RFB requirements will supersede those below.

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted.**
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.

- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- d. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any

person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

(T&C's Version 1/21/09)

THANK YOU

DATE: _____

FROM: _____ (Company Name)
 _____ (Mailing Address)
 _____ (City, State, Zip Code)
 _____ (Office Phone #)
 _____ (Cellular Phone #)
 _____ (Fax #)

() Product or service is not available or cannot meet the required specifications

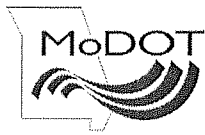
() Other obligations – cannot make required deadline

() The delivery point or work location is outside of our territory or coverage/service area

() Other – Please explain below:

Contact Person: _____ Email Address: _____

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CORRUGATED METALLIC-COATED STEEL CULVERT PIPE, PIPE-ARCHES AND END SECTIONS MGS-91-11G

1.0 DESCRIPTION. These specifications cover the purchase of metallic-coated corrugated metal culvert pipe and appurtenances for maintenance purposes.

2.0 MATERIALS.

2.1 PIPE.

2.1.1 The pipe and connecting bands shall comply with applicable sections of Specification Sec 725, 1020 and 1022, except as noted herein.

2.1.2 Unless otherwise noted in the bid request, the metallic coating may be either zinc or aluminum, as covered by the applicable specifications listed herein.

2.1.3 All pipe shall have either 2 2/3 by 1/2 inch or 3 by 1 inch corrugations.

2.1.4 The specified thickness of the coated sheet shall be any of those listed for the allowable overfill heights shown in Standard Plan 725.00A Table 1, for the pipe diameter specified and the corrugation used.

2.1.5 All pipe ends shall have 2 2/3 by 1/2 inch annular corrugations extending at least 4 corrugations from the pipe end. This will require re-rolling of ends for certain pipe.

2.1.6 Metal arch pipe B1 through B4 shall comply with the dimensional requirements of AASHTO M 36.

2.2 BANDS.

2.2.1 Unless otherwise noted in the order, bands shall be annular corrugated over the entire width of the band with 2 2/3 by 1/2 inch corrugations.

2.2.2 Unless otherwise noted in the order, all bands shall be a minimum of 24 inches in width.

3.0 ORDERING INFORMATION.

3.1 Specific diameter and quantity information for pipe and bands, and lengths for pipe, are to be shown in the order. Acceptable diameters are shown in Specification Sec 725. Pipe lengths are to be in 2 foot increments.

3.2 Specific band information for type and width is to be shown in the order only if different from that specified herein. Alternate band types are dimple or formed, when allowed by the order.

3.3 If a specific metallic coating is desired, it is to be specified in the order for the applicable pipe and any applicable bands as "Zinc Coated" or "Aluminum Coated".

4.0 ACCEPTANCE. Material will be accepted in accordance with Specification Sec 1020.